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U.S. DISTRICT COURT
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S. OF N.Y.W.P.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE MACKENZIE CO., LLC

CIVIL ACTION NO:

Plaintiff,

07 CIV. 7425

v.

COMPLAINT

THE LOSCO GROUP, INC. and ST VLADIMIR'S
ORTHODOX THEOLOGICAL SEMINARY

Defendants.

BRIEANT

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Now comes the Plaintiff, The Mackenzie Co., LLC that brings this action, through its counsel, Ury & Moskow LLC, and for its complaint against Defendants The Losco Group, Inc. and St. Vladimir's Orthodox Theological Seminary, hereby alleges as follows:

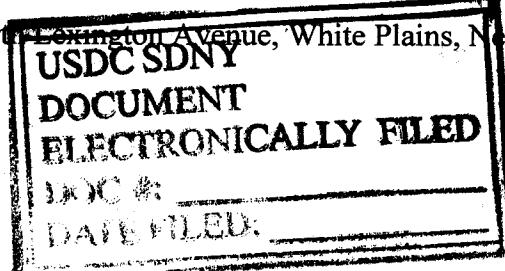
INTRODUCTION

1. This action is brought as a result of a breached contract between the parties.

Plaintiff also brings this action seeking damages for Failure to Pay Monies Properly Due.

2. Plaintiff, The Mackenzie Co. LLC ("Mackenzie" or "Plaintiff") is a Connecticut Limited Liability Company with a business address of 60 Mead Street, Stratford, CT 06615.

3. The Losco Group, Inc. ("Losco" or "Defendant") is a New York Corporation with its principal place of business at One North Lexington Avenue, White Plains, New York 10601.



4. The Defendant St. Vladimir's Orthodox Theological Seminary ("St. Vladimir's" or "Owner") is a non-profit entity with its principal place of business at 575 Scarsdale Road, Crestwood, New York 10707.

5. Plaintiff entered into an oral Contract with the Defendant, Losco, on or about December 15, 2004, to perform interior and exterior preparatory and painting work at Lakeside Married Student Housing, 575 Scarsdale Road, Crestwood, New York at St. Vladimir's Seminary.

6. In June 2005, Mackenzie started its work for Losco and completed the work in the Fall of 2005.

7. Upon receipt of payment in February 2006 for the work completed in the Fall of 2005, Mackenzie returned to St. Vladimir's and began work on the second building again pursuant to an oral agreement and course of dealings between the parties (hereinafter "Agreement").

8. The Plaintiff substantially performed its obligations pursuant to the terms of the Agreement.

9. Defendants promised to pay for services and materials rendered and for payment of the contract amounts.

10. Plaintiff is owed monies and has not been paid in full for the completed work.

JURISDICTION AND VENUE

11. Jurisdiction is appropriate pursuant to 28 U.S.C. §1332 in that there exists complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

12. Venue is appropriate in this District pursuant to 28 U.S.C. §1391 in that the events and omissions giving rise to the claims occurred in this District and at least one of the Defendant resides in this District.

FIRST COUNT - (Breach of Contract – As to the Defendant Losco)

1-12. Paragraphs 1 through 12 are repeated realleged and made Paragraphs 1 through 12 of this the First Count as if fully set forth herein.

13. Pursuant to the terms of the Agreement, the Plaintiff agreed to provide services and materials, including painting, in exchange for the Defendant, Losco's promise to pay for services and materials rendered.

14. The Plaintiff substantially performed its obligations pursuant to the terms of the Agreement.

15. The total sum due and owing to the Plaintiff on the Agreement is \$47,116.28.

16. The Defendant, Losco has failed, refused or neglected to pay the sums due and owing the Plaintiff.

17. The Defendant, Losco's failure to so pay has been undertaken in bad faith and in breach of its agreement.

18. As a result of the foregoing, the Plaintiff has suffered damages.

SECOND COUNT – (Unjust Enrichment – As to the Defendant Losco)

1-12. Paragraphs 1 through 12 are repeated realleged and made Paragraphs 1 through 12 of this the Second Count as if fully set forth herein.

13. Upon information and belief, the Defendant, Losco, was at all times pertinent hereto the general contractor and construction manager of the Project.

14. As a result of the foregoing, the Defendant, Losco has benefited in that Plaintiff has performed as contemplated by the parties and pursuant to the terms of the Agreement.

15. Said benefit, without payment to the Plaintiff, is unjust.

16. Said benefit to the Defendant, Losco, has been to the detriment of the Plaintiff, in that it has expended sums for labor and materials for which it has not been paid in bad faith.

17. As a result of the foregoing, the Plaintiff has been damaged.

THIRD COUNT (Unjust Enrichment – As to the Defendant St Vladimir's Orthodox Theological Seminary)

1-12. Paragraphs 1 through 12 are repeated realleged and made Paragraphs 1 through 12 of this the Third Count as if fully set forth herein.

13. Upon information and belief, the Defendant, St Vladimir's Orthodox Theological Seminary, is the owner of the Project.

14. As a result of the foregoing, the Defendant, St Vladimir's Orthodox Theological Seminary has been benefited in that Plaintiff has performed as contemplated by the parties and pursuant to the terms of the Agreement.

15. The reasonable economic value of the services and materials provided to the Owner and for which payment has not been made to the Plaintiff is \$75,000.00.

16. Said benefit, without payment to the Plaintiff, is unjust.

17. Said benefit to the Defendant, St Vladimir's has been to the detriment of the Plaintiff, in that it has expended sums for labor and materials for which it has not been paid.

18. As a result of the foregoing, the Plaintiff has been damaged.

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WHEREFORE, Plaintiff prays for the following:

1. Compensatory damages in amount to be determined by the tier of fact;
2. Damages for payment of monies due;
3. Common law punitive damages;
4. Pre- and Post- Judgment interest and costs of this action; and
5. Any such further additional relief which the Court deems just and proper.

Dated at Fairfield, Connecticut
August 15, 2007

THE PLAINTIFF,
THE MACKENZIE COMPANY, LLC

By _____


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